

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase and delivery of hydrogen peroxide in a 50% solution in conjunction with the County's needs on an as-needed basis.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years, and shall expire on the last day of the last month of the five (5) year period.

2.3 METHOD OF AWARD

2.3.1 Award of this contract will be made to the single responsive and responsible bidder who submits the lowest price for the item listed in this solicitation.

2.3.2 Bidder shall be the manufacturer of the offered product, or be authorized by the manufacturer or the designee, as a direct distributor to be considered for award. A third party bidder (reseller or toll blender) will not be considered qualified. Bidders are required to submit proof of manufacturer's authorization. The proof may be in the form of any of the following:

1. A formal notice on manufacturer's letterhead identifying the Bidder as the manufacturer, or designating the Bidder as equivalent direct distributor. The notice must include contact name and phone number from an authorized signature and be signed and dated within 12 months of bid submission.
2. A copy of an executed agreement between the manufacturer, or designee, and the Bidder, designating the Bidder as a direct distributor.

2.3.3 Bidders shall provide a list of at least two (2) references where the Bidder has distributed hydrogen peroxide (Commercial Business and/or Government Agencies) within the past two (2) years. No more than one of these references may be from a department or division of Miami-Dade County.

The County at its sole discretion may request additional information in order to assess Bidder responsibility. Failure to supply these documents may result in the offer being deemed non-responsive.

2.4 PRICES

The initial contract price results from this solicitation shall remain fixed for a period of no less than 12 months from the contract's initial effective date. Following the initial 12 month period, the fixed price may be adjusted upward or downward based on changes in

the following pricing index: Producer Price Index (PPI), commodity code 067900961 (as updated): Water-treating compound, starting within most recent 12 month period.

It is the awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the awarded Bidder's request for adjustment must be submitted no less than 90 calendar days prior to expiration of the then current 12 month period. The awarded Bidder's adjustment request may not be in the excess of the identified index.

Any adjustment received after 90 calendar days from the expiration of the then current 12 month period may not be considered. If no adjustment request is received from the Bidder, the County will assume that the awarded Bidder has agreed that the next 12 month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on the market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the appropriate index.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the awarded Bidder and/or to terminate the contract with the awarded Bidder based on such price adjustments.

The Bidder's price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Bidder will be disallowed.

2.5 INSURANCE REQUIREMENTS

The standard insurance requirements listed in the General Terms and Conditions shall apply with the exception of the following changes to the sections specifically identified:

- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

2.6 METHOD OF PAYMENT

The awarded Bidder shall submit an invoice(s) to the County user department(s) after purchase has been completed. The County has a dedicated State of Florida certified scale for hydrogen peroxide. The net weight of each delivery as measured on that scale shall be the basis for payment. In addition to the general invoice requirements set forth in the General Terms and Conditions, the invoices shall reference the corresponding **delivery ticket number** / **packing slip number** and **scale ticket** that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Failure to submit invoices in the prescribed manner will delay payment.

2.7 COMPLIANCE / REGULATION**2.7.1 FEDERAL STANDARDS**

All services / products to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.7.2 POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by contacting the Department of Regulatory and Economic Resources (RER), 701 NW 1st Court, Suite 400., Miami, Florida 33136, Telephone (305) 372-6789.

2.7.3 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.8 PURCHASE OF OTHER ITEMS

While the County has listed the hydrogen peroxide in the forms and compositions currently used by the County departments in conjunction with its operations, there may be similar compositions of this chemical that might be purchased by the County during the term of this solicitation. Any additional forms/compositions required may be purchased as needed. Under these circumstances, a County representative will solicit the awarded bidder to obtain a price quote for the similar item. Should a different composition of the chemical be quoted, the awarded bidder shall provide at that point of competition, the documentations as listed in Section 2.3 of this solicitation, if applicable.

2.9 DELIVERY

2.9.1 The awarded Bidder shall make deliveries within 10 calendar days after the date of the order from user department.

2.9.2 Delivery shall be made by tanker truck loads (Estimated Annual Quantity: 7,000,000 lbs., Site Tank Size: Two (2) 13,000 gallons). All trucks to delivery product to the County shall comply with all Federal, State, and Local regulations covering the transportation of hazardous products. The delivery vehicle must supply all necessary hoses, meters, and pump to accomplish delivery and unloading. When deliveries are completed, awarded Bidder shall collect scale weight tickets to be submitted with invoices in accordance with Section 2.6.

2.9.3 BACK ORDER

The County shall not allow any late deliveries attributed to product back order situations under this solicitation. Accordingly, the awarded Bidder is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the awarded Bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from an alternative source, and charge the awarded Bidder for any re-procurement costs.

2.9.4 PACKING SLIP / DELIVERY TICKET / SCALE TICKET

The awarded Bidder shall enclose a complete packing slip or delivery ticket and scale ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip / delivery ticket / scale ticket shall be made available to the County's authorized representative during delivery. The packing slip / delivery ticket / scale ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable, the gross weight, TARE weight, and net weight of the vehicle.

2.9.5 TESTING / NONCONFORMANCE OF PRODUCTS

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance / performance. If it is found that the delivered commodities do not conform to the specifications, the County will notify the awarded bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours after notification.

Should the awarded Bidder fail to deliver hydrogen peroxide product within the time frame specified, may result in the awarded Bidder being deemed in breach of contract. The County may terminate the awarded Bidder for default and charge the firm re-procurement charges, if applicable.

2.9.6 DEMURRAGE CHARGES WILL NOT BE ALLOWED

The County shall not incur separate demurrage charges from Bidders who supply containers on an interim basis to the County in conjunction with this contract. Any rental or demurrage costs for such containers that are normally charged by the Bidder must be reflected in the unit prices offered by the Bidder.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE OF WORK**

The purpose of this solicitation is to award a contract for the purchase and delivery of hydrogen peroxide in a 50% water solution for the County. This chemical is used in the wastewater treatment process to disinfect and reduce odor.

3.2 PRODUCT PROPERTIES

3.2.1 The product shall be Hydrogen Peroxide (H₂O₂) at a Technical Grade 50% concentration in water, by weight. It shall have the following properties, as a minimum:

A. Clear, colorless, mixable with water in any proportion.

B. Non-Flammable

C. Meeting CAS Registry No. 7722-84-1, as supplied.

D. Molecular Weight 34, $\pm .04$

E. Active Oxygen Weight 23.5%, $\pm .04$

F. Apparent pH 3.0, Maximum

G. Specific Gravity @ 68°F 1.20, $\pm .008$

H. Vapor Pressure @ 86°F 35 PSI, $\pm .02$ PSI

I. Viscosity @ 32°F 1.87 CP, $\pm .02$ CP

J. Viscosity @ 68°F 1.17 CP, $\pm .02$ CP

K. Assay (H₂O₂) by weight) 48.99 – 51.00

3.2.2 The product shall not have more than the following concentrations of other materials, in Parts Per Million (PPM).

Ash	100
Tin	40
Phosphate (PO ₄)	50
Ammonium (NH ₄)	20
Nitrate (NO ₃)	50
Chloride (Cl)	10
Sulfate (SO ₄)	0.5
Iron (FE)	0.5
Heavy Materials, as pH	0.1

3.2.3 The hydrogen peroxide must be clearly identified on the offer submittal pages as to the product manufacturer; manufacturer method used making the product, manufacturer plant location; and manufacturer's calculated weight in pounds per gallon @ 20°C (50% basis), as requested, in order to be eligible for award.

3.3 TRAINING

The awarded Bidder shall provide, if required and free of charge, one on site training session, on the safe storage and handling of H₂O₂, as well as on the characteristics, hazard, and spill control of this product. The total length of the training sessions, including traveling within the locations shall be approximately two (2) days.

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